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November 3, 2004

Mr. George N. Dorn, Jr.
Interim Executive Director
Public Service Commission of South Carolina
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Petition to Establish Generic Docket to Consider Amendments to Interconnection
Agreements Resulting From Changes of Law
Docket No.

Dear Mr. Dorn:

Enclosed for filing are the original and ten copies of a Petition to Establish Generic Docket in the above-referenced matter.

BellSouth respectfully requests that the Public Service Commission of South Carolina ("Commission") convene a docketed generic proceeding and hold an evidentiary hearing (as necessary) to determine what changes recent decisions from the Federal Communications Commission ("FCC") and the United States Court of Appeals for the District of Columbia Circuit ("DC Circuit") require in existing approved interconnection agreements between BellSouth and competitive local exchange carriers ("CLECs") in South Carolina. As explained below and in the attached Petition, *time is of the essence*.

Over the past year, the rules governing the unbundling of network elements have been the centerpiece of various FCC orders, including legal challenges to those orders. Pursuant to the interconnection agreements between BellSouth and the CLECs in South Carolina, BellSouth has issued change of law requests to the CLECs requesting that the interconnection agreements be amended to reflect the changes brought about by these orders and related court opinions. To date, BellSouth and the majority of CLECs have not been able to agree on the specific modifications to the interconnection agreements that are required, if any, as a result of the *Triennial Review Order*, the DC Circuit's decision, and the *Interim Rules Order*.

Mr. George N. Dorn, Jr.
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Page Two

As this Commission is well aware, hundreds of interconnection agreements that have been filed and approved in South Carolina. Thus, the options left to BellSouth are to either file hundreds of separate change-of-law proceedings on the unresolved issues (and perhaps, at least in theory, three separate proceedings per interconnection agreement), or attempt to address the necessary changes required by these decisions and orders in a single generic proceeding. BellSouth has attempted to work through this issue with various CLECs and CLEC associations, and while some consensus seems to exist supporting a generic proceeding, no final agreement has been reached.

BellSouth, therefore, submits that a single generic proceeding addressing the impact of these decisions and orders on existing interconnection agreements is a much better use of the Commission's time and resources than conducting hundreds of separate proceedings and will allow the Commission to consider the issues from a broader industry perspective, rather than an individual ILEC/CLEC perspective. Furthermore, since the decisions and orders in question affect almost every interconnection agreement in the same way, the first decision the Commission reaches on these issues will no doubt set the standard for every agreement, so a generic proceeding should work to the benefit of the CLECs as well as the Commission and BellSouth, since everyone will have an opportunity to be heard on the issues before these matters are initially decided.

Finally, time is of the essence. As explained in the Petition, the first six month period established by the FCC in its *Interim Rules Order* will expire in March, 2005 or earlier in the event that the FCC's final unbundling rules become effective prior thereto. Therefore BellSouth respectfully request that the Commission accept its Petition, convene a docketed generic proceeding, establish a procedural schedule, and hear this Petition in an expeditious manner so that at the appropriate time, the necessary modifications to existing interconnection agreements can be made without further delay.

In order to facilitate an expeditious resolution of this matter, and as indicated on the attached certificate of service, BellSouth is serving a copy of this letter, the Petition, and its attachments on all parties of record in the 271 Docket No. 2001-209-C and on all parties of record in the Triennial Review Docket 2003-326-C and 2003-327-C.

Sincerely,


Patrick W. Turner

PWT/nml
Enclosure
cc: All Parties of Record
PC Docs #555705

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Pleadings, briefs, correspondence, and other documents in this proceeding should be served upon this authorized representative with copies to:

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DISCUSSION

3. Over the past year, the rules governing the unbundling of network elements have been the centerpiece of various FCC orders, including legal challenges to those orders. For instance, on October 2, 2003, the FCC's Report and Order and Order on Remand and Further Notice of Proposed Rulemaking ("*Triennial Review Order*") became effective. The *Triennial Review Order* materially modified the rights and obligations of both incumbent local exchange carriers ("ILECs") and CLECs in numerous respects, including rights and obligations regarding the unbundling of network elements under §251 of the Telecommunications Act of 1996 ("1996 Act").

4. As a result of these changes, and pursuant to the interconnection agreements between BellSouth and the CLECs in South Carolina, BellSouth issued change of law requests to the CLECs requesting that the interconnection agreements be amended to reflect the changes brought about by the *Triennial Review Order*. BellSouth requested that the CLECs engage in negotiations with BellSouth to develop the appropriate amendments to the interconnection agreements.

5. Contemporaneous with these ongoing negotiations, both ILECs and CLECs appealed various aspects of the *Triennial Review Order* to the DC Circuit. On March 2, 2004, the DC Circuit decided these appeals, vacating certain portions of the *Triennial Review Order* and affirming others. In order to accommodate various procedural requests, the DC Circuit's decision did not go into effect until June 16, 2004. Pursuant to the interconnection agreements between BellSouth and the CLECs in South Carolina, BellSouth issued another change of law notification advising the CLECs of the DC Circuit's decision and requested further negotiations regarding amendments to the interconnection agreements.

6. On August 20, 2004, while negotiations between BellSouth and the CLECs were ongoing, the FCC released its Order and Proposed Rulemaking ("*Interim Rules Order*"), again modifying the rights and obligations of ILECs and CLECs. Of particular relevance in the *Interim Rules Order* was the FCC's determination that:

In order to allow a speedy transition in the event we ultimately decline to unbundle switching, enterprise market loops, or dedicated transport, we expressly preserve incumbent LECs' contractual prerogatives to initiate change of law proceedings to the extent consistent with their governing interconnection agreements. To that end, we do not restrict such change of law proceedings from presuming an ultimate Commission holding relieving incumbent LECs of section 251 unbundling obligations with respect to some or all of these elements, but under any such presumption, the results of such proceedings must reflect the transitional structure set forth below.

* * *

[W]e do *not* prohibit incumbents from initiating change of law proceedings that presume the absence of unbundling requirements for switching, enterprise market loops, and dedicated transport, so long as they reflect the transition regime set forth below, and provided that incumbents continue to comply with our interim approach until the earlier of (1) Federal Register publication of this Order or (2) the effective date of our forthcoming final unbundling rules. Thus, whatever alterations are approved or deemed approved by the relevant state commission may take effect quickly if our final rules in fact decline to require unbundling of the elements at issue, or if new unbundling rules are not in place by six months after Federal register publication of this Order.

See *Interim Rules Order* at ¶¶ 22, 23 (emphasis in original). Pursuant to the interconnection agreements between BellSouth and the CLECs in South Carolina, BellSouth issued a supplemental change of law notification (advising the CLECs of the *Interim Rules Order*) and requested further negotiations regarding amendments to the interconnection agreements.

7. To date, BellSouth and the majority of CLECs have not been able to agree on the specific modifications to the interconnection agreements that are required, if any, as a result of the *Triennial Review Order*, the DC Circuit's decision, and the *Interim Rules Order*. As this Commission is well aware, hundreds of interconnection agreements that have been filed and approved in South Carolina. Thus, the options left to BellSouth are to either file hundreds of separate change-of-law proceedings on the unresolved issues (and perhaps, at least in theory, three separate proceedings per interconnection agreement), or attempt to address the necessary changes required by these decisions and orders in a single generic proceeding. BellSouth has attempted to work through this issue with various CLECs and CLEC associations, and while some consensus seems to exist supporting a generic proceeding, no final agreement has been reached.

8. As a consequence of its inability to reach a consensus about how these matters should proceed, BellSouth has filed this Petition. BellSouth, therefore, submits that a single generic proceeding addressing the impact of the referenced decisions and orders on existing interconnection agreements is a much better use of the Commission's time and resources than conducting hundreds of separate proceedings and will allow the Commission to consider the issues from a broader industry perspective, rather than an individual ILEC/CLEC perspective. Furthermore, since the decisions and orders in question affect almost every interconnection agreement in the same way, the first decision the Commission reaches on these issues will no

doubt set the standard for every agreement, so a generic proceeding should work to the benefit of the CLECs as well as the Commission and BellSouth, since everyone will have an opportunity to be heard on the issues before these matters are initially decided.

9. Exhibit A to this Petition is an Issues Matrix that sets forth the unresolved issues that BellSouth believes should be resolved in this proceeding.

10. Exhibit B to this Petition is a draft Interconnection Agreement Attachment 2, which contains the language that would be appropriate to implement BellSouth's position for most of the issues identified in Exhibit A. To facilitate this process, rather than simply provide isolated bits and parts of the appropriate Attachment 2, BellSouth has restated Attachment 2 in its entirety. BellSouth notes that the language of Attachment 2 indicates that the attachment will have three separate exhibits, but those exhibits will be CLEC-specific and so they are not included here. Finally, Exhibit C to this Petition is the remainder of the language that would implement BellSouth's positions on the issues that relate to sections of the CLEC interconnection agreements other than Attachment 2.

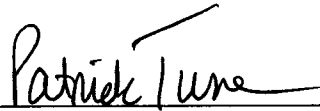
11. **Time is of the essence.** The first six month period established by the FCC in its *Interim Rules Order* will expire in March, 2005 or earlier in the event that the FCC's final unbundling rules become effective prior thereto. Therefore BellSouth respectfully request that the Commission accept its Petition, convene a docketed generic proceeding, establish a procedural schedule, and hear this Petition in an expeditious manner so that at the appropriate time, the necessary modifications to existing interconnection agreements can be made without further delay.

CONCLUSION

12. BellSouth respectfully requests that the Commission institute a generic proceeding to consider what changes recent decisions from the FCC and the DC Circuit require in existing approved interconnection agreements. Further, the parties request that the Commission issue a procedural order and set this matter for hearing as soon as is practical.

Submitted this 3rd day of November, 2004.

BELLSOUTH TELECOMMUNICATIONS, INC.



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CHANGE OF LAW GENERIC DOCKET ISSUES MATRIX

1. **INTERIM ORDER** – is defined as the Federal Communications Commission’s (“FCC”) Order and Notice of Proposed Rulemaking, WC Docket No. 04-313, released August 20, 2004 and effective September 13, 2004.
2. **INTERIM PERIOD** – as set forth in ¶29 of the Interim Order, is defined as the earlier of (1) March 12, 2005 or (2) the effective date of the final unbundling rules adopted by the FCC pursuant to the Notice of Proposed Rulemaking described in the Interim Order.
3. **FINAL FCC UNBUNDLING RULES** - is defined as an effective order of the FCC adopted pursuant to the Notice of Proposed Rulemaking, WC Docket No. 04-313, released August 20, 2004, and effective September 13, 2004.
4. **TRANSITION PERIOD** - as set forth in ¶29 of the Interim Order, is defined as the six (6) month period following the Interim Period, or such other time period as may be specified by the Final FCC Unbundling Rules.

NO.	ISSUE DESCRIPTION
1	FINAL RULES: Should all Interconnection Agreements (“ICAs”) negotiated or arbitrated under Section 251 and 252 of the 96 Act be deemed amended on the effective of the Final FCC Unbundling Rules, to the extent any rates, terms or requirements set forth in such rules are in conflict with, in addition to, or otherwise different from the rates, terms, and requirements set forth in those ICAs? [Exhibit B, Attachment 2, Section 1.14]
2	INTERVENING ORDER: Should all ICAs negotiated or arbitrated under Section 251 and 252 of the 96 Act be deemed amended on the effective date of any intervening order of the FCC adopted in WC Docket 04-313 or CC Docket 01-338 issued prior to the issuance of the Final FCC Unbundling Rules to the extent any rates, terms or requirements set forth in such order are in conflict with, in addition to, or otherwise different from the rates, terms, and requirements set forth in those ICAs? [Exhibit B, Attachment 2, Section 1.12]
3	MANDAMUS: In the event the Interim Order is vacated or otherwise modified by a court of competent jurisdiction, should all ICAs negotiated or arbitrated under Section 251 and 252 of the 96 Act be deemed amended to be consistent with the court’s order as of the effective date of the order? [Exhibit B, Attachment 2, Section 1.13]

Exhibit A

NO.	ISSUE DESCRIPTION
4	TRANSITION PERIOD: At the end of the Interim Period assuming that the Transition Period set forth in the Interim Order is neither vacated, modified, nor superceded, should all ICAs negotiated or arbitrated under Section 251 and 252 of the 96 Act be deemed to be amended consistent with the Transition Period set forth in the Interim Order? [Exhibit B, Attachment 2, Section 1.8 – 1.10]
5	DEFINITIONS IN INTERIM ORDER: What is the appropriate definition of the following terms as they are used in the Interim Order? a. Switching [Exhibit B, Attachment 2, Section 1.6 – 1.7] b. Enterprise market loops [Exhibit B, Attachment 2, Section 1.6 – 1.6.3] c. Dedicated transport [Exhibit B, Attachment 2, Section 1.6 – 1.6.3]
6	SURVIVING UNES: Did <i>USTA II</i> vacate the FCC's unbundling requirement, if any, relating to high-capacity loops and dark fiber?
7	FINAL TRANSITION: In the event the Interim Rules are vacated or otherwise modified by a court of competent jurisdiction or at the end of the Transition Period as specified in the Interim Order, whichever occurs first, what rates, terms and conditions should govern the CLECs' transition of existing network elements that ILECs are no longer obligated to provide as UNES to other services? [Exhibit B, Attachment 2, Section 1.11.1.1 – 1.11.1.4]
8	TRO – LINE SHARING: Pursuant to the 96 Act, are ILECs required to provide line sharing to new customers of CLECs after October 1, 2004?
9	TRO – LINE SHARING – TRANSITION: Should all ICAs negotiated or arbitrated under Section 251 and 252 of the 96 Act be deemed amended to include the FCC's ordered transition (found in the TRO) for existing CLEC line sharing arrangements? [Exhibit C]
10	TRO – LINE SPLITTING: Should all ICAs negotiated or arbitrated under Section 251 and 252 of the 96 Act be deemed amended to remove the existing line splitting provisions and provide only that the ILEC will assist in facilitating line splitting? [Exhibit B, Attachment 2 and, when switching is no longer available, Exhibit C]
11	TRO – SUB-LOOP CONCENTRATION: Should all ICAs negotiated or arbitrated under Section 251 and 252 of the 96 Act be deemed amended to eliminate any requirement that the ILEC unbundle the sub loop components identified as sub-loop feeder and sub-loop concentration?
12	TRO – PACKET SWITCHING: Should all ICAs negotiated or arbitrated under Section 251 and 252 of the 96 Act be deemed amended to eliminate any requirement that the ILEC unbundle packet switching, including but not limited to routers and DSLAMs? [Exhibit B, Attachment 2, Section 2.1.2]
13	TRO – CALL-RELATED DATABASES: Should all ICAs negotiated or arbitrated under Section 251 and 252 of the 96 Act be deemed amended to eliminate any requirement that the ILEC provide call-related databases in any situation other than when it provides switching? [Exhibit B, Exhibit B to Attachment 2]
14	TRO – GREENFIELD AREAS: Should all ICAs negotiated or arbitrated under Section 251 and 252 of the 96 Act be deemed amended to provide that the ILEC is not required to offer unbundled access to newly-deployed or 'greenfield' fiber loops, including fiber loops deployed to the minimum point of entry ("MPOE") of a multiple dwelling unit that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each end user? [Exhibit B, Attachment 2, Section 2.1.3 – 2.1.3.1]
15	TRO – HYBRID LOOPS: Should all ICAs negotiated or arbitrated under Section 251 and 252 of the 96 Act be deemed amended to provide that the ILEC is only required to offer unbundled access to the TDM portion of the hybrid loop? [[Exhibit B, Attachment 2, Section 2.1.4]
16	TRO – END USER PREMISES: Under the FCC's definition of a loop found in 47 C.F.R. §51.319(a), is a mobile switching center or cell site an "end user customer's premises"? [Exhibit B, Attachment 2, Section 2.1.1]
17	TRO – ROUTINE NETWORK MODIFICATION: Should all ICAs negotiated or arbitrated under Section 251 and 252 of the 96 Act be deemed amended to remove any requirement that ILECs provide network modifications to CLECs, such as line conditioning, in situations where the ILEC would not make such modifications for its own end users? [Exhibit B, Attachment 2, Section 1.18, 2.5 – 2.5.4]

Exhibit A

NO.	ISSUE DESCRIPTION
18	TRO – ROUTINE NETWORK MODIFICATION: Should all ICAs negotiated or arbitrated under Section 251 and 252 of the 96 Act be deemed amended to provide for the recovery of the cost of a Routine Network Modification that is not already recovered in the Commission-approved recurring or nonrecurring charges? [Exhibit B, Attachment 2, Section 1.18]
19	TRO – FIBER TO THE HOME: Should all ICAs negotiated or arbitrated under Section 251 and 252 of the 96 Act be deemed amended to provide that an ILEC has no obligation to provide unbundled access to overbuild fiber to the home facilities except where the ILEC is retiring an existing copper facility, in which case the ILEC has an obligation to provide a 64kbps transmission path? [Exhibit B, Attachment 2, Section 2.1.3.2 – 2.1.3.3]
20	TRO – EELS AUDITS: Should all ICAs negotiated or arbitrated under Section 251 and 252 of the 96 Act be deemed amended to allow ILECs to hire an independent auditor to conduct yearly AICPA-compliant audits to verify whether all EELs purchased by CLECs comply with the requirements of the TRO? [Exhibit B, Attachment 2, Section 4.3.3]
21	TRO - ENTERPRISE SWITCHING: Should all ICAs negotiated or arbitrated under Sections 251 and 252 of the 96 Act be deemed amended to eliminate any obligation for BellSouth to provide enterprise switching, as that term is defined in the TRO?
22	252(i): Should all ICAs negotiated or arbitrated under Sections 251 and 252 of the 96 Act be deemed amended to incorporate the FCC's "entire agreement" rule regarding 252(i)? [Exhibit C]
23	TRO – TRANSPORT: Should all ICAs negotiated or arbitrated under Sections 251 and 252 of the 96 Act be deemed amended to define dedicated transport to only include DS0 level facilities between switches and wire centers owned by BellSouth? [Exhibit B, Attachment 2, Section 5.1 – 5.1.1]

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Attachment 2
EXISTING CLECS
Network Elements and Other Services

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	Rates From CLEC's Existing Interconnection Agreement	Exhibit C

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

- 1.1 This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements that BellSouth agrees to offer to <<customer_short_name>> in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to <<customer_short_name>> (Other Services). Additionally, the provision of a particular Network Element or Other Service may require <<customer_short_name>> to purchase other Network Elements or services. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations". In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control. Section 1 of this Attachment applies to services provisioned pursuant to Exhibit B.
- 1.1.1 BellSouth shall make available Mass Market Switching, High Capacity Transport, and/or Enterprise Market Loops, in addition to all elements that are required to be provided in conjunction with Mass Market Switching that are set forth in Exhibit B, or any subset of such network elements, under the rates, terms and conditions set forth in Exhibit B to this Attachment, the rates, terms and conditions of this Attachment that are expressly applicable to Exhibit B, and the provisions set forth elsewhere in this Agreement of general applicability to Network Elements. Sections 1, 6 and 7 of this Attachment shall apply to Exhibit B. Section 3 of this Attachment, in its entirety, applies to Mass Market Switching. Section 4 in its entirety, excluding Sections 4.1.2 and 4.2.2, and Sections 5.1, 5.1.2-5.2.2, 5.2.3.2 and 5.3 shall apply to High Capacity Transport. Section 4 in its entirety, excluding Sections 4.1.2 and 4.2.2 and Sections 2.1.1 - 2.1.9, 2.1.11 – 2.1.13.2 and 2.9 – 2.9.3.4 shall apply to Enterprise Market Loops.
- 1.2 The rates for each Network Element and combination of Network Elements and Other Services are set forth in Exhibit A and/or Exhibit C of this Attachment. If no rate is identified in this Agreement, the rate will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party. If <<customer_short_name>> purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. A one-month minimum billing period shall apply to all Network Elements, Combinations and Other Services.
- 1.3 BellSouth shall, upon request of <<customer_short_name>>, and to the extent technically feasible, provide to <<customer_short_name>> access to its Network Elements for the provision of <<customer_short_name>>'s qualifying services.

<<customer_short_name>> may not access a Network Element for the sole purpose of providing non-qualifying services as defined by the FCC.

- 1.4 <<customer_short_name>> may purchase and use Network Elements and Combinations from BellSouth in accordance with 47 C.F.R 51.309.
- 1.5 The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2.
- 1.6 Pursuant to the Order and Notice of Proposed Rulemaking, WC Docket No. 04-313, released August 20, 2004 and effective September 13, 2004 ("Interim Order"), until the earlier of (1) March 12, 2005 or (2) the effective date of the final unbundling rules adopted by the FCC pursuant to the Notice of Proposed Rulemaking described in the Interim Order ("Interim Period"), BellSouth shall continue providing unbundled access to Mass Market Switching (as defined herein), DS1, or equivalent, and higher capacity loops, including dark fiber loops (collectively "Enterprise Market Loops"), and DS1, or equivalent, and higher capacity dedicated transport, including dark fiber transport (collectively "High Capacity Transport") under the rates, terms and conditions set forth in Exhibits B and C to this Attachment, the rates, terms and conditions of this Attachment that are expressly applicable to Exhibit B, and the provisions set forth elsewhere in this Agreement of general applicability to Network Elements, except to the extent that they are or have been superseded by:
 - 1.6.1 voluntarily negotiated agreements;
 - 1.6.2 an effective intervening FCC order affecting specific unbundling obligations (*e.g.*, an order addressing a pending petition for reconsideration) (Intervening Order); or,
 - 1.6.3 (with respect to rates only) An effective Commission order raising the rates for such network elements.
- 1.7 For purposes of this Agreement, Mass Market Switching shall be defined as unbundled access to switching except when <<customer_short_name>>: (1) serves an End User with four (4) or more voice-grade (DS0) equivalents or lines served by BellSouth in Zone 1 of one of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA; or (2) serves an End User with a DS1 or higher capacity service or loop in any service area covered by this Agreement. Notwithstanding anything to the contrary herein, local switching other than Mass Market Switching will not be provided hereunder. Access to switching as described in Exhibit B shall be considered limited to Mass Market Switching for purposes of this Agreement, regardless of the definition of switching set forth in Exhibit B.

- 1.8 For purposes of this Agreement “Transition Period” is defined as the six (6) month period following the Interim Period, or such other time period as may be specified by the FCC in an effective order adopted pursuant to the Notice of Proposed Rulemaking in the Interim Order (“Final FCC Unbundling Rules”). In the absence of an effective FCC ruling that Mass Market Switching, High Capacity Transport, and/or Enterprise Market Loops, or any subset of such network elements, must be unbundled pursuant to section 251(c)(3) in any particular case, BellSouth shall make available Mass Market Switching, High Capacity Transport, and/or Enterprise Market Loops, or any subset of such network elements, under the rates, terms and conditions set forth in Exhibits B and C to this Attachment, the rates, terms and conditions of this Attachment that are expressly applicable to Exhibits B and C, and the provisions set forth elsewhere in this Agreement of general applicability to Network Elements, and pursuant to the following terms and conditions:
- 1.8.1 During the Transition Period, BellSouth shall only be required to provide Mass Market Switching to <<customer_short_name>> in combination with shared (common) transport and loops (*i.e.*, as a component of the “UNE platform”). The applicable rate shall be the higher of (1) the rate at which <<customer_short_name>> leased that combination of elements on June 15, 2004 plus one dollar, or (2) the rate the state public utility commission establishes, if any, between June 16, 2004, and March 12, 2005, for this combination of elements plus one dollar.
- 1.8.2 During the Transition Period, BellSouth shall only be required to provide High Capacity Transport and/or Enterprise Market Loops to <<customer_short_name>> at a rate equal to the higher of (1) 115% of the rate <<customer_short_name>> paid for that element on June 15, 2004, or (2) 115% of the rate the state public utility commission establishes, if any, between June 16, 2004, and March 12, 2005, for that element.
- 1.9 During the Transition Period, to the extent BellSouth provides Mass Market Switching, High Capacity Transport and/or Enterprise Market Loops, or any subset thereof, pursuant to Sections 1.8.1-1.8.2 above, BellSouth shall only provide such elements to <<customer_short_name>> for the embedded customer base, as it existed on the last day of the Interim Period, and <<customer_short_name>> may not add new End Users or customers or place any new orders for such elements during the Transition Period.
- 1.10 In the event that the Final FCC Unbundling Rules set forth any modification as to the length of the Transition Period or the rates, terms and conditions applicable during the Transition Period to Mass Market Switching, Enterprise Market Loops and/or High Capacity Transport, or any subset thereof, such modifications shall be deemed incorporated into this Agreement by reference without further

modification by the Parties, and such modified rates, terms and conditions shall apply to the Transition Period rather than those set forth herein.

- 1.11 At the conclusion of the Transition Period, in the absence of an effective FCC ruling that Mass Market Switching, Enterprise Market Loops and/or High Capacity Transport, or any subset thereof (individually or collectively referred to herein as the “Eliminated Elements”) are subject to unbundling, such Eliminated Elements shall be subject to the following provisions.
- 1.11.1 Upon the end of the Transition Period <<customer_short_name>> must transition Eliminated Elements to either Resale, tariffed services, or services offered pursuant to a separate agreement negotiated between the Parties (collectively “Comparable Services”) or must disconnect such Eliminated Elements, pursuant to Sections 1.11.1.1 – 1.11.1.4 below.
- 1.11.1.1 Eliminated Elements including Mass Market Switching Function (“Switching Eliminated Elements”). In the event that <<customer_short_name>> has not entered into a separate agreement for the provision of Mass Market Switching or services that include Mass Market Switching, <<customer_short_name>> will submit orders to either disconnect Switching Eliminated Elements or convert such Switching Eliminated Elements to Resale within thirty (30) days of the last day of the Transition Period. If <<customer_short_name>> submits orders to transition such Switching Eliminated Elements to Resale within thirty (30) days of the last day of the Transition Period, applicable recurring and nonrecurring charges shall apply as set forth in the appropriate BellSouth tariff, subject to the appropriate discounts described in Attachment 1 of this Agreement. If <<customer_short_name>> fails to submit orders within thirty (30) days of the last day of the Transition Period, BellSouth shall transition such Switching Eliminated Elements to Resale, and <<customer_short_name>> shall pay the applicable nonrecurring and recurring charges as set forth in the appropriate BellSouth tariff, subject to the appropriate discounts described in Attachment 1 of this Agreement. In such case, <<customer_short_name>> shall reimburse BellSouth for labor incurred in identifying the lines that must be converted and processing such conversions. If no equivalent Resale service exists, then BellSouth may disconnect such Switching Eliminated Elements if <<customer_short_name>> does not submit such orders within thirty (30) days of the last day of the Transition Period. In all cases, until Switching Eliminated Elements have been converted to Comparable Services or disconnected, the applicable recurring and nonrecurring rates for Switching Eliminated Elements during the Transition Period shall apply as set forth in this Agreement. Applicable nonrecurring disconnect charges may apply for disconnection of service or conversion to Comparable Services.
- 1.11.1.2 Other Eliminated Elements. Upon the end of the Transition Period, <<customer_short_name>> must transition the Eliminated Elements other than

Switching Eliminated Elements ("Other Eliminated Elements") to Comparable Services. Unless the Parties agree otherwise, Other Eliminated Elements shall be handled in accordance with sections 1.11.1.3 - 1.11.1.4 below.

- 1.11.1.3 <<customer_short_name>> will identify and submit orders to either disconnect Other Eliminated Elements or transition them to Comparable Services within thirty (30) days of the last day of the Transition Period. Rates, terms and conditions for Comparable Services shall apply per the applicable tariff for such Comparable Services as of the date the order is completed. Where <<customer_short_name>> requests to transition a minimum of fifteen (15) circuits per state, <<customer_short_name>> may submit orders via a spreadsheet process and such orders will be project managed. In all other cases, <<customer_short_name>> must submit such orders pursuant to the local service request/access service request (LSR/ASR) process, dependent on the Comparable Service elected. For such transitions, the non-recurring and recurring charges shall be those set forth in BellSouth's FCC#1 tariff, or as otherwise agreed in a separately negotiated agreement. Until such time as the Other Eliminated Elements are transitioned to such Comparable Services, such Other Eliminated Elements will be provided pursuant to the rates, terms and conditions applicable to the subject Other Eliminated Elements during the Transition Period as set forth in this Agreement.
- 1.11.1.4 If <<customer_short_name>> fails to identify and submit orders for any Other Eliminated Elements within thirty (30) days of the last day of the Transition Period, BellSouth may transition such Other Eliminated Elements to Comparable Services. The rates, terms and conditions for such Comparable Services shall apply as of the date following the end of the Transition Period. If no Comparable Services exist, then BellSouth may disconnect such Other Eliminated Elements if <<customer_short_name>> does not submit such orders within thirty (30) days of the last day of the Transition Period. In such case <<customer_short_name>> shall reimburse BellSouth for labor incurred in identifying such Other Eliminated Elements and processing such orders and <<customer_short_name>> shall pay the applicable disconnect charges set forth in this Agreement. Until such time as the Other Eliminated Elements are disconnected pursuant to this Agreement, such Other Eliminated Elements will be provided pursuant to the rates, terms and conditions applicable to the subject Other Eliminated Elements during the Transition Period as set forth in this Agreement.
- 1.12 To the extent the FCC issues an effective Intervening Order that alters the rates, terms and conditions for any Network Element or Other Service, including but not limited to Mass Market Switching, Enterprise Market Loops and High Capacity Transport, the Parties agree that such Intervening Order shall supersede those rates, terms and conditions set forth in this Agreement for the affected Network Element(s) or Other Service(s).

- 1.13 Notwithstanding anything to the contrary in this Agreement, in the event that the Interim Rules are vacated by a court of competent jurisdiction, <<customer_short_name>> shall immediately transition Mass Market Switching, Enterprise Market Loops and High Capacity Transport pursuant to Section 1.11.1.1 through 1.11.1.4 above, applied from the effective date of such vacatur, without regard to the Interim Period or Transition Period.
- 1.14 Notwithstanding anything to the contrary in this Agreement, upon the Effective Date of the Final FCC Unbundling Rules, to the extent any rates, terms or requirements set forth in such Final FCC Unbundling Rules are in conflict with, in addition to or otherwise different from the rates, terms and requirements set forth in this Agreement, the Final FCC Unbundling Rules rates, terms and requirements shall supercede the rates, terms and requirements set forth in this Agreement without further modification of this Agreement by the Parties.
- 1.15 In the event that any Network Element, other than those already addressed above, is no longer required to be offered by BellSouth pursuant to Section 251 of the Act, <<customer_short_name>> shall immediately transition such elements pursuant to Section 1.11.1.1 through 1.11.1.4 above, applied from the effective date of the order eliminating such obligation.
- 1.16 <<customer_short_name>> may utilize Network Elements, Combinations and Other Services to provide services as long as such use is consistent with industry standards and applicable BellSouth Technical References.
- 1.17 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element, or Combination that is available to <<customer_short_name>> under this Agreement or convert a Network Elements or Combination that is available to <<customer_short_name>> under this Agreement to an equivalent wholesale services or group of wholesale services offered by BellSouth (collectively "Conversion(s)"). Nonrecurring switch as-is-rates for Conversions to single Network Elements and Combinations are contained in Exhibits A and/or C of this Attachment. Any price change resulting from the Conversion(s) will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from <<customer_short_name>>. Conversions shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between <<customer_short_name>> and BellSouth. Any change from a wholesale service to a Network Element/Combination or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement of the will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. If <<customer_short_name>> requests a Conversion, <<customer_short_name>>

must submit a spreadsheet for Conversions that would qualify as a project or a single Local Service Request (LSR) for Conversions that are not a project (and a commingling ordering document that indicates which part is to be filled as a UNE, if applicable).

- 1.18 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(8) and (e)(5) for loops and Dedicated Transport provided under this Attachment. If BellSouth has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibits A and/or C of this Attachment, then BellSouth shall perform such RNM at no additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 to the extent such RNM were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibits A and/or C of this Attachment, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from <<customer_short_name>>, BellSouth shall perform the RNM.
- 1.19 Commingling of Services. Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that <<customer_short_name>> has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. <<customer_short_name>> must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 1.19.1 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for non-qualifying services.
- 1.19.2 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in a separate agreement between the Parties.
- 1.19.3 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

- 1.20 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.
- 1.21 Ordering Guidelines and Processes. For information regarding Ordering Guidelines and Processes for various Network Elements, <<customer_short_name>> should refer to the "Guides" section of the BellSouth Interconnection Web site, which is incorporated herein by reference, as amended from time to time. The Web site address is:
<http://www.interconnection.bellsouth.com/>.
- 1.21.1 Additional information may also be found in the individual CLEC Information Packages, as amended from time to time and which are incorporated herein by reference, located at the "CLEC UNE Products" Web site at the following address: <http://www.interconnection.bellsouth.com/guides/html/unes.html>.
- 1.21.2 The provisioning of Network Elements to <<customer_short_name>>'s Collocation Space will require cross-connections within the central office to connect the Network Element to the demarcation point associated with <<customer_short_name>>'s collocation space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations and Other Services, and, thus, have a separate charge pursuant to the Collocation Attachment of this Agreement.
- 1.21.3 Testing/Trouble Reporting. <<customer_short_name>> will be responsible for testing and isolating troubles on Network Elements. <<customer_short_name>> must test and isolate the trouble to the BellSouth network before reporting the trouble to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, <<customer_short_name>> will be required to provide the results of the <<customer_short_name>> test which indicate a problem on the BellSouth network.
- 1.21.3.1 Once <<customer_short_name>> has isolated a trouble to the BellSouth provided network, and has issued a trouble report to BellSouth, BellSouth will take the actions necessary to repair the Network Element when trouble is found. BellSouth will repair its network facilities to its wholesale customers in the same time frames that BellSouth repairs similar services to its retail End Users.
- 1.21.3.2 If <<customer_short_name>> reports a trouble on a BellSouth provided Network Element and no trouble is found in BellSouth's network, BellSouth will charge <<customer_short_name>> a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Network Element's working status. BellSouth will assess the

applicable Maintenance of Service charge from BellSouth's FCC #1 Tariff, Section 13.3.1

- 1.21.3.3 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by <<customer_short_name>> (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill <<customer_short_name>> for each additional dispatch required to repair the Network Element due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service charge from BellSouth's FCC#1 Tariff, Section 13.3.1.

2 Loops

- 2.1 General. The local loop Network Element is defined as a narrowband transmission facility (i.e., below the DS1 level) between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an End User premises. The loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User premises, including inside wire owned or controlled by BellSouth.
- 2.1.1 Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, mobile switching center or base station, do not constitute local loops. <<customer_short_name>> shall purchase the entire bandwidth of the loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the loop.
- 2.1.2 The loop does not include any packet switched features, functions or capabilities.
- 2.1.3 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the End User's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective End User's premises.

- 2.1.3.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH facilities, or FTTC facilities, BellSouth is under no obligation to provide access to such FTTH and FTTC loops.
- 2.1.3.2 In FTTH/FTTC overbuild situations where BellSouth also has copper loops, BellSouth will make those copper loops available to <<customer_short_name>> on an unbundled basis, until such time as BellSouth chooses to retire those copper loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a 64kbps second voice grade channel over its FTTH/FTTC facilities.
- 2.1.3.3 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper loops in that area are capable of transmitting signals prior to receiving a request for access to such loops by <<customer_short_name>>. If a request is received by BellSouth for a copper loop, and the copper facilities have not yet been retired, BellSouth will restore the copper loop to serviceable condition if technically feasible. In these instances of loop orders in an FTTH/FTTC overbuild area, BellSouth's standard loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.
- 2.1.4 A hybrid loop is a local loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide <<customer_short_name>> with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.
- 2.1.5 <<customer_short_name>> may not purchase loops or convert Special Access circuits to loops if such loops will be used to provide wireless telecommunications services.
- 2.1.6 Where facilities are available, BellSouth will install loops in compliance with BellSouth's Products and Services Interval Guide available at BellSouth's Web site at <http://www.interconnection.bellsouth.com>. For orders of fifteen (15) or more loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.
- 2.1.8 The loop shall be provided to <<customer_short_name>> in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

- 2.1.9 BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered.
- 2.1.10 When a BellSouth technician is required to be dispatched to provision the loop, BellSouth will tag the loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the loop, BellSouth will tag the loop on the next required visit to the End User's location. If <<customer_short_name>> wants to ensure the loop is tagged during the provisioning process for loops that may not require a dispatch (e.g. UVL-SL1, UVL-SL2, and UCL-ND), <<customer_short_name>> may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A of this Attachment.
- 2.1.10.1 For voice grade Loop orders (or orders for loops intended to provide voice grade services), <<customer_short_name>> shall have dial-tone available for that Loop 48 hours prior to the loop order completion due date.
- 2.1.11 Order Coordination. Order Coordination (OC) allows BellSouth and <<customer_short_name>> to coordinate the installation of the SL2 loops, Unbundled Digital Loops (UDL) and other loops where OC may be purchased as an option, to <<customer_short_name>>'s facilities to limit End User service outage. OC is available when the loop is provisioned over an existing circuit that is currently providing service to the End User. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.
- 2.1.11.1 "Order Coordination – Time Specific" (OC-TS) allows <<customer_short_name>> to order a specific time for OC to take place. BellSouth will make commercially reasonable efforts to accommodate <<customer_short_name>>'s specific conversion time request. However, BellSouth reserves the right to negotiate with <<customer_short_name>> a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. <<customer_short_name>> may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If <<customer_short_name>> specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.
- 2.1.12

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1 (Non-Designed)	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND (Non-Designed)	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, <<customer_short_name>> must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.1.13 CLEC to CLEC Conversions for Unbundled Loops. The CLEC to CLEC conversion process for loops may be used by <<customer_short_name>> when converting an existing loop from another CLEC for the same End User. Such process is set forth on BellSouth's Interconnection Web site at: <http://www.interconnection.bellsouth.com/guides/html/unec.html>. The loop type being converted must be included in <<customer_short_name>>'s Interconnection Agreement before requesting a conversion.

2.1.13.1 To utilize the CLEC to CLEC conversion process, the loop being converted must be the same loop type with no requested changes to the loop, must serve the same

End User location from the same serving wire center, and must not require an outside dispatch to provision.

- 2.1.13.2 The loops converted to <<customer_short_name>> pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Attachment for the specific loop type.
- 2.1.14 Bulk Migration. BellSouth will make available to <<customer_short_name>> a Bulk Migration process pursuant to which <<customer_short_name>> may request to migrate port/loop combinations, provisioned pursuant to either an Interconnection Agreement or a separate agreement between the Parties, to loops (UNE-L). The Bulk Migration process may be used if such loop/port combinations are (1) associated with 2 or more Existing Account Telephone Numbers (EATNs); and (2) located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the BellSouth CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at www.interconnection.bellsouth.com/guides/html/unes.html. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the loop type being requested on the Bulk Migration, as set forth in Exhibit A of this Attachment. Additionally, OSS charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 of this Attachment.
- 2.1.14.1 Should <<customer_short_name>> request migration for two (2) or more EATNs containing fifteen (15) or more circuits, <<customer_short_name>> must use the Bulk Migration process referenced in 2.1.15 above.
- 2.2 Unbundled Voice Loops (UVLs). BellSouth shall make available the following UVLs:
- 2.2.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed)
- 2.2.1.1 2-wire Analog Voice Grade Loop – SL2 (Designed)
- 2.2.1.2 4-wire Analog Voice Grade Loop (Designed)
- 2.2.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that <<customer_short_name>> will be able to continue to provide any advanced

services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

- 2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1) loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 loops when reuse of existing facilities has been requested by <<customer_short_name>>, however, OC is always required on UCLs which involve the reuse of facilities that are currently providing service. <<customer_short_name>> may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its End Users.
- 2.2.4 For an additional charge BellSouth will make available Loop Testing so that <<customer_short_name>> may request further testing on new UVL-SL1 loops. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.
- 2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2) loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to <<customer_short_name>>. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 loops. The OC feature will allow <<customer_short_name>> to coordinate the installation of the loop with the disconnection of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.
- 2.3 Unbundled Digital Loops. BellSouth will offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.
- 2.3.1 BellSouth shall make available the following UDLs, subject to restrictions set forth herein:
- 2.3.1.1 2-wire Unbundled ISDN Digital Loop
- 2.3.1.2 2-wire Unbundled ADSL Compatible Loop
- 2.3.1.3 2-wire Unbundled HDSL Compatible Loop
- 2.3.1.4 4-wire Unbundled HDSL Compatible Loop

- 2.3.1.5 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below
- 2.3.2 2-Wire Unbundled ISDN Digital loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. <<customer_short_name>> will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and End User. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.3.2.1 Upon the Effective Date of this Agreement, Universal Digital Channel (UDC) elements will no longer be offered by BellSouth and no new orders for UDC will be accepted. Any existing UDCs that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Agreement. Existing UDCs that were provisioned prior to the Effective Date of this Agreement may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by <<customer_short_name>> or BellSouth provides ninety (90) days notice that such UDC must be terminated. <<customer_short_name>> may order an ISDN loop, if available, to provide the same functionality as the previously offered UDC product.
- 2.3.3 2-Wire ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of loop length). The loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.4 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.5 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.
- 2.4 Unbundled Copper Loops (UCL). BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.

- 2.4.1 Unbundled Copper Loop – Designed (UCL-D). The UCL-D will be provisioned as a dry copper twisted pair (2- or 4-wire) loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).
- 2.4.1.1 A UCL-D will be 18,000 feet or less in length and is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 Ohms of resistance.
- 2.4.1.2 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by <<customer_short_name>>.
- 2.4.1.3 These loops are not intended to support any particular services and may be utilized by <<customer_short_name>> to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the End User's location for the purpose of connecting the loop to the End User's inside wire.
- 2.4.1.4 Upon the Effective Date of this Agreement, Unbundled Copper Loop – Long (UCL-L) elements will no longer be offered by BellSouth and no new orders for UCL-L will be accepted. Any existing UCL-Ls that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Agreement. Existing UCL-Ls that were provisioned prior to the Effective Date of this Agreement may remain connected, maintained and repaired according to BellSouth's TR73600 and may remain connected until such time as they are disconnected by <<customer_short_name>> or BellSouth provides ninety (90) days notice that such UCL-L must be terminated.
- 2.4.2 Unbundled Cooper Loop – Non-Designed (UCL-ND). The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame (MDF) to an End User's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to 6,000 feet of bridged tap between the End User's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

- 2.4.2.1 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, <<customer_short_name>> can request LMU for which additional charges would apply.
- 2.4.2.2 For an additional charge, BellSouth also will make available Loop Testing so that <<customer_short_name>> may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.
- 2.4.2.3 UCL-ND loops are not intended to support any particular service and may be utilized by <<customer_short_name>> to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. The UCL-ND will include a NID at the End User's location for the purpose of connecting the loop to the End User's inside wire.
- 2.4.2.4 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. OC-TS does not apply to this product.
- 2.4.2.5 <<customer_short_name>> may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper loop within the BellSouth network. Therefore, some loops that would not qualify as UCL-ND could be transformed into loops that do qualify, using the ULM process.
- 2.5 Unbundled Loop Modifications (Line Conditioning). Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own End Users. This may include the removal of any device, from a copper loop or copper subloop that may diminish the capability of the loop or subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth TR 73600.
- 2.5.1 BellSouth will remove load coils only on copper loops and subloops that are 18,000 feet in length or less.
- 2.5.2 For any copper loop being ordered by <<customer_short_name>> which has over 6,000 feet of combined bridged tap will be modified, upon request from <<customer_short_name>>, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to <<customer_short_name>>. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper loop that will

result in a combined total of bridged tap between 2,500 and 6,000 feet will be performed at the rates set forth in Exhibit A of this Attachment.

- 2.5.3 <<customer_short_name>> may request removal of any unnecessary and non-excessive bridged tap (bridged tap between 0 and 2,500 feet which serves no network design purpose), at rates pursuant to BellSouth's Special Construction Process as mutually agreed to by the Parties.
- 2.5.4 Rates for ULM are as set forth in Exhibit A of this Attachment.
- 2.5.5 BellSouth will not modify a loop in such a way that it no longer meets the technical parameters of the original loop type (e.g., voice grade, ADSL, etc.) being ordered.
- 2.5.6 If <<customer_short_name>> requests ULM on a reserved facility for a new loop order, BellSouth may perform a pair change and provision a different loop facility in lieu of the reserved facility with ULM if feasible. The loop provisioned will meet or exceed specifications of the requested loop facility as modified. <<customer_short_name>> will not be charged for ULM if a different loop is provisioned. For loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the loop provisioned.
- 2.5.7 <<customer_short_name>> shall request loop makeup information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the loop type that <<customer_short_name>> desires BellSouth to condition.
- 2.5.8 When requesting ULM for a loop that BellSouth has previously provisioned for <<customer_short_name>>, <<customer_short_name>> will submit a service inquiry to BellSouth. If a spare loop facility that meets the loop modification specifications requested by <<customer_short_name>> is available at the location for which the ULM was requested, <<customer_short_name>> will have the option to change the loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the loop facility in lieu of providing ULM, <<customer_short_name>> will not be charged for ULM but will only be charged the service order charges for submitting an order.
- 2.6 Loop Provisioning Involving Integrated Digital Loop Carriers (IDLC). Where <<customer_short_name>> has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the End User and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to <<customer_short_name>>. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will implement one of the following alternative arrangements for <<customer_short_name>> (e.g. hairpinning):

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the End User premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4. If capacity exists, provide "Digital Access Cross-Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.6.1 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

2.6.2 If no alternate facility is available, and upon request from <<customer_short_name>>, and if agreed to by both Parties, BellSouth may utilize its Special Construction (SC) process to determine the additional costs required to provision facilities. <<customer_short_name>> will then have the option of paying the one-time SC rates to place the loop.

2.7 Network Interface Device (NID). The NID is defined as any means of interconnection of the End User's premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.7.1 BellSouth shall permit <<customer_short_name>> to connect <<customer_short_name>>'s loop facilities to the End User's premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.2 Access to NID. <<customer_short_name>> may access the End User's premises wiring by any of the following means and <<customer_short_name>> shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.2.1 BellSouth shall allow <<customer_short_name>> to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premises.

2.7.2.1.1 Where an adequate length of the End User's premises wiring is present and environmental conditions permit, either Party may remove the End User premises

wiring from the other Party's NID and connect such wiring to that Party's own NID;

- 2.7.2.1.2 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a cross-connect or spliced jumper wire from the End User premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 2.7.2.1.3 <<customer_short_name>> may request BellSouth to make other rearrangements to the End User premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.7.2.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be <<customer_short_name>>'s responsibility to ensure there is no safety hazard, and <<customer_short_name>> will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.
- 2.7.2.3 <<customer_short_name>> shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.7.2.4 <<customer_short_name>> shall not remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.7.2.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with <<customer_short_name>> to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.
- 2.7.3 Technical Requirements. The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
- 2.7.3.1 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the End User's premises and the distribution media and/or cross-connect to <<customer_short_name>>'s NID.

- 2.7.3.2 Existing BellSouth NIDs will be operational and provided in working “as is” condition. <<customer_short_name>> may request BellSouth to do additional work to the NID on a time and material basis. When <<customer_short_name>> deploys its own local loops in a multiple-line termination device, <<customer_short_name>> shall specify the quantity of NID connections that it requires within such device.
- 2.8 Subloop Elements. Where facilities permit, BellSouth shall offer access to its Unbundled SubLoop (USL) elements as specified herein.
- 2.8.1 Unbundled Subloop Distribution. The Unbundled Subloop Distribution facility is a dedicated transmission facility that BellSouth provides from an End User’s point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled subloop distribution media is a copper twisted pair that can be provisioned as a 2-Wire or 4-Wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:
- Unbundled Subloop Distribution – Voice Grade
 - Unbundled Copper Subloop
 - Unbundled Subloop Distribution – Intrabuilding Network Cable (aka riser cable)
- 2.8.1.1 Unbundled Subloop Distribution – Voice Grade (USLD-VG) is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User’s premises and may have load coils.
- 2.8.1.2 Unbundled Copper Subloop (UCSL) is a copper facility 18,000 feet or less in length provided from the cross-box in the field up to and including the End User’s point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.
- 2.8.1.3 If <<customer_short_name>> requests a UCSL and it is not available, <<customer_short_name>> may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.
- 2.8.1.4 Unbundled Subloop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User’s premises.

- 2.8.1.4.1 Upon request for USLD-INC from <<customer_short_name>>, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for <<customer_short_name>>'s use on this cross-connect panel. <<customer_short_name>> will be responsible for connecting its facilities to the 25-pair cross-connect block(s).
- 2.8.1.5 For access to Voice Grade USLD and UCSL, <<customer_short_name>> shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. <<customer_short_name>>'s cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.8.1.6 Through the SI process, BellSouth will determine whether access to Unbundled Subloops at the location requested by <<customer_short_name>> is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet <<customer_short_name>>'s request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at the BellSouth's Interconnection Web site located at: <http://www.interconnection.bellsouth.com/products/html/un.es.html>.
- 2.8.1.7 The site set-up must be completed before <<customer_short_name>> can order subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice <<customer_short_name>>'s cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 2.8.1.8 Once the site set-up is complete, <<customer_short_name>> will request subloop pairs through submission of a LSR form to the Local Carrier Service Center (LCSC). OC is required with USL pair provisioning when <<customer_short_name>> requests reuse of an existing facility, and the Order Coordination charge shall be billed in addition to the USL pair rate. For expedite requests by <<customer_short_name>> for subloop pairs, expedite charges will apply for intervals less than five (5) days.
- 2.8.1.9 Unbundled Subloops will be provided in accordance with technical reference TR73600.
- 2.8.2 Unbundled Network Terminating Wire (UNTW). UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable

terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

- 2.8.2.1 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.
- 2.8.3 Requirements. On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
 - 2.8.3.1 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
 - 2.8.3.2 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End User's premises, and <<customer_short_name>> does own or control such wiring, <<customer_short_name>> will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to <<customer_short_name>>.
 - 2.8.3.3 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate <<customer_short_name>> for each pair activated commensurate to the price specified in <<customer_short_name>>'s Agreement.
 - 2.8.3.4 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

- 2.8.3.5 Access Terminal installation intervals will be established on an individual case basis.
- 2.8.3.6 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.
- 2.8.3.7 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 2.8.3.8 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.8.3.9 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten (10) percent of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.
- 2.8.3.10 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

- 2.8.4 Unbundled Loop Concentration. Upon the Effective Date of this Agreement, the Unbundled Loop Concentration (ULC) element will no longer be offered by BellSouth and no new orders for ULC will be accepted. Any existing ULCs that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to this Agreement and may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by <<customer_short_name>>, or BellSouth provides ninety (90) days notice that such ULC must be terminated.
- 2.9 Loop Makeup
- 2.9.1 Description of Service. BellSouth shall make available to <<customer_short_name>> LMU information so that <<customer_short_name>> can make an independent judgment about whether the loop is capable of supporting the advanced services equipment <<customer_short_name>> intends to install and the services <<customer_short_name>> wishes to provide. This section addresses LMU as a preordering transaction, distinct from <<customer_short_name>> ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries for preordering LMU are likewise unique from other preordering functions with associated SIs as described in this Agreement.
- 2.9.1.1 BellSouth will provide <<customer_short_name>> LMU information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the loop length; the wire gauge and electrical parameters.
- 2.9.1.2 BellSouth's LMU information is provided to <<customer_short_name>> as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.
- 2.9.1.3 BellSouth's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either BellSouth or the requesting CLEC controlling the loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless BellSouth receives a Letter of Authorization (LOA) from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.
- 2.9.1.4 <<customer_short_name>> may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop as long as that equipment does not disrupt other services on the BellSouth

network. The determination shall be made solely by <<customer_short_name>> and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop. The specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee <<customer_short_name>>'s ability to provide advanced data services over the ordered loop type. Furthermore, the LMU information for unbundled loops, other than copper-only loops (e.g. ADSL, UCL-ND, etc.) that support xDSL services, is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Except as set forth in Section 2.9.1.5, copper-only loops will not be subject to change due to modification and/or upgrades to BellSouth's network and will remain copper facilities until the loop is disconnected by <<customer_short_name>> or the End User; or until BellSouth retires the copper facilities via the FCC's and any applicable State's requirements. <<customer_short_name>> is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

- 2.9.1.5 If BellSouth retires its copper facilities using 47 C.F.R §51.325(a) requirements; or is required by a regulatory body to move or replace copper facilities as a maintenance procedure, BellSouth will notify <<customer_short_name>> according to the applicable network disclosure requirements. It will be <<customer_short_name>>'s responsibility to move any service it may provide over such facilities to alternative facilities. If <<customer_short_name>> fails to move the service to alternative facilities by the date in the network disclosure notice, BellSouth may terminate the service to complete the network change.

- 2.9.2 Submitting Loop Makeup Service Inquiries. <<customer_short_name>> may obtain LMU information by submitting a mechanized LMU query or a Manual LMUSI. Mechanized LMUs should be submitted through BellSouth's OSS interfaces. After obtaining the Loop information from the mechanized LMU process, if <<customer_short_name>> needs further Loop information in order to determine Loop service capability, <<customer_short_name>> may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit A of this Attachment.

- 2.9.2.1 Manual LMUSIs shall be submitted according to the guidelines in the LMU CLEC Information Package, incorporated herein by reference, as it may be amended from time to time, which can be found at BellSouth's Interconnection Web site located at: <http://interconnection.bellsouth.com/guides/html/unes.html>. The service interval for the return of a Manual LMUSI is three (3) business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

- 2.9.3 Loop Reservations. For a Mechanized LMUSI, <<customer_short_name>> may reserve up to ten (10) loop facilities. For a Manual LMUSI, <<customer_short_name>> may reserve up to three (3) loop facilities.
- 2.9.3.1 <<customer_short_name>> may reserve facilities for up to four (4) business days for each facility requested through LMU from the time the LMU information is returned to <<customer_short_name>>. During and prior to <<customer_short_name>> placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If <<customer_short_name>> does not submit an LSR for a Network Element on a reserved facility within the four (4) day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.
- 2.9.3.2 Charges for preordering Manual LMUSI or Mechanized LMU are separate from any charges associated with ordering other services from BellSouth.
- 2.9.3.3 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. <<customer_short_name>> will not be billed any additional LMU charges for the loop ordered on such LSR. If, however, <<customer_short_name>> does not reserve facilities upon an initial LMUSI, <<customer_short_name>>'s placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A of this Attachment.
- 2.9.3.4 Where <<customer_short_name>> has reserved multiple loop facilities on a single reservation, <<customer_short_name>> may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to <<customer_short_name>>, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by <<customer_short_name>>.

3 Line Splitting

- 3.1 Line Splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same loop. The Voice CLEC and Data LEC may be the same or different carriers.
- 3.1.1 In the event <<customer_short_name>> provides its own switching or obtains switching from a third party, <<customer_short_name>> may engage in line splitting arrangements with another CLEC using a splitter, provided by <<customer_short_name>> or a third party, in a Collocation Space at the central office, where the loop terminates into a distribution frame or its equivalent.

- 3.1.2 Where <<customer_short_name>> is purchasing a switching combination pursuant to Exhibit B (UNE-P), BellSouth shall offer line splitting pursuant to the following sections in this Attachment.
- 3.1.3 <<customer_short_name>> shall provide BellSouth with a signed LOA between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if <<customer_short_name>> will not provide voice and data services.
- 3.1.4 End Users currently receiving voice service from a Voice CLEC through a UNE-P may be converted to Line Splitting arrangements by <<customer_short_name>> or its authorized agent ordering Line Splitting service. If the CLEC wishes to provide the splitter, the UNE-P arrangement will be converted to a stand-alone loop, a switch port pursuant to Exhibit B, two collocation cross-connects and the high frequency spectrum line activation. If BellSouth owns the splitter, the UNE-P arrangement will be converted to a stand-alone loop, switch port pursuant to Exhibit B, and one collocation cross-connection.
- 3.2 Provisioning Line Splitting and Splitter Space. The Data LEC, Voice CLEC or BellSouth may provide the splitter. When <<customer_short_name>> or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the loop to the Collocation Space; a second collocation cross-connection from the Collocation Space connected to a switch port pursuant to Exhibit B; the high frequency spectrum line activation, and a splitter. In this situation, <<customer_short_name>> cannot use UNE-P and must purchase an individual loop Network Element and switch port, pursuant to Exhibit B. When BellSouth owns the splitter, Line Splitting requires the following: a non designed analog loop from the serving wire center to the NID at the End User's location with connecting facility assignment(s) (CFA) and splitter port assignments, and a collocation cross-connection from the Collocation Space connected to a switch port, pursuant to Exhibit B.
- 3.2.1 An unloaded 2-wire copper loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.
- 3.2.2 The foregoing procedures are applicable to migration to Line Splitting Service from a UNE-P arrangement and BellSouth Retail Voice Service.
- 3.2.3 For other migration scenarios to line splitting, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a process whereby a Voice CLEC and a Data LEC may provide services over the same loop Network Element.

- 3.3 Ordering – Line Splitting. <<customer_short_name>> shall use BellSouth's Line Splitting Ordering Document (LSOD) to order splitters from BellSouth and to activate and deactivate DS0 collocation CFA for use with Line Splitting.
- 3.3.1 BellSouth's local ordering handbook (LOH) shall provide <<customer_short_name>> the LSR format to be used when ordering Line Splitting service.
- 3.3.2 BellSouth will provision Line Splitting service in compliance with BellSouth's Products and Services Interval Guide available at the Web site at <http://www.interconnection.bellsouth.com>.
- 3.3.3 BellSouth will provide <<customer_short_name>> access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and <<customer_short_name>> shall pay the rates for such services as described in Exhibit A.
- 3.3.4 High Frequency Spectrum (CO Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (CO Based) Unbundled Loop Modification may be found on the Web at: <http://www.interconnection.bellsouth.com/html/unes.html>. Nonrecurring rates for this offering are as set forth in Exhibit A of this Attachment.
- 3.4 Maintenance – Line Splitting. BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.
- 3.4.1 <<customer_short_name>> shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.
- 4 Unbundled Network Element Combinations**
- 4.1 For purposes of this Section, references to "Currently Combined" Network Elements shall mean that the particular Network Elements requested by <<customer_short_name>> are in fact already combined by BellSouth in the BellSouth network. References to "Ordinarily Combined" Network Elements shall mean that the particular Network Elements requested by <<customer_short_name>> are not already combined by BellSouth in the location requested by <<customer_short_name>> but are elements that are typically combined in BellSouth's network. References to "Not Typically Combined" Network Elements shall mean that the particular Network Elements requested by <<customer_short_name>> are not elements that BellSouth combines for its use

in its network. Notwithstanding any other provision set forth in Section 4, Combinations including switching shall be as set forth in Exhibit B.

- 4.1.1 Upon request, BellSouth shall perform the functions necessary to combine Network Elements in any manner, even if those elements are not ordinarily combined in BellSouth's network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with BellSouth's network.
- 4.1.2 To the extent <<customer_short_name>> requests a Combination of Network Elements that does not include a Network Element set forth in Exhibit B and BellSouth does not have methods and procedures in place to provide such Combination rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.
- 4.2 Rates. The rates for the Currently Combined Network Elements specifically set forth in Exhibits A and/or C of this Attachment shall be the rates associated with such Combinations. Where a Currently Combined Combination is not specifically set forth in Exhibits A and/or C, the rate for such Currently Combined Combination shall be the sum of the recurring rates for those individual Network Elements in addition to the applicable non-recurring switch-as-is charge set forth in Exhibits A and/or C.
 - 4.2.1 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibits A and/or C of this Attachment shall be the non-recurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in Exhibits A and/or C, the rate for such Ordinarily Combined Combination shall be the sum of the recurring and non-recurring rates for those individual Network Elements as set forth in Exhibits A and/or C.
 - 4.2.2 BellSouth shall provide Not Typically Combined Combinations to <<customer_short_name>> at the rates developed pursuant to the BFR process.
 - 4.2.3 High capacity EELs are Combinations of loops and transport as described in 47 C.F.R. §51.318(b). High capacity EELs shall be provided in accordance with the terms and conditions set forth herein at the rates set forth in Exhibit C.
 - 4.3.2 Service Eligibility Criteria. <<customer_short_name>> must certify for each high capacity EEL that all of the following service eligibility criteria (Service Eligibility) are met:
 - 4.3.2.1 <<customer_short_name>> has received state certification to provide local voice service in the area being served;
 - 4.3.2.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

- 4.3.2.2.1 Each circuit to be provided to each End User will be assigned a local number prior to the provision of service over that circuit;
- 4.3.2.2.2 Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;
- 4.3.2.2.3 Each circuit to be provided to each End User will have 911 or E911 capability prior to provision of service over that circuit;
- 4.3.2.2.4 Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 CFR 51.318(c);
- 4.3.2.2.5 Each circuit to be provided to each End User will be served by an interconnection trunk over which <<customer_short_name>> will transmit the calling party's number in connection with calls exchanged over the trunk;
- 4.3.2.2.6 For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, <<customer_short_name>> will have at least one (1) active DS1 local service interconnection trunk over which <<customer_short_name>> will transmit the calling party's number in connection with calls exchanged over the trunk;
- 4.3.2.2.7 Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.
- 4.3.3 BellSouth may, on an annual basis, audit <<customer_short_name>>'s records in order to verify compliance with the qualifying Service Eligibility Criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that <<customer_short_name>> failed to comply with the Service Eligibility Criteria, <<customer_short_name>> must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that, <<customer_short_name>> did not comply in any material respect with the Service Eligibility Criteria, <<customer_short_name>> shall reimburse BellSouth for the cost of the independent auditor. To the extent the auditor's report concludes that <<customer_short_name>> did comply in all material respects with the Service Eligibility Criteria, BellSouth will reimburse <<customer_short_name>> for its reasonable and demonstrable costs associated with the audit. <<customer_short_name>> will maintain appropriate documentation to support its certifications.

5 Transport

- 5.1 Transport is defined as BellSouth's interoffice transmission facilities that <<customer_short_name>> uses for transmission within a LATA between BellSouth's switches or wire centers. Access to High Capacity Transport pursuant to Exhibit B shall be limited to High Capacity Transport that meets the definition of transport set forth in this Section 5.1, regardless of the definition of transport set forth in Exhibit B.
- 5.1.1 BellSouth shall provide nondiscriminatory access, in accordance with FCC Rules 51.311, 51.319, and Section 251(c)(3) of the Act to DS0 and voice grade transport that is dedicated to a particular customer or carrier (Dedicated Transport) described in this Section 5 on an unbundled basis to <<customer_short_name>> as set forth herein.
- 5.1.2 BellSouth shall:
 - 5.1.2.1 Provide all technically feasible features, functions, and capabilities of the transport facility as outlined within the technical requirements within this section;
 - 5.1.2.2 Permit, to the extent technically feasible, <<customer_short_name>> to connect such interoffice facilities to equipment designated by <<customer_short_name>>, including but not limited to, <<customer_short_name>>'s collocated facilities; and
 - 5.1.2.3 Permit, to the extent technically feasible, <<customer_short_name>> to obtain the functionality provided by BellSouth's digital cross-connect systems.
- 5.2 Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.
 - 5.2.1 Any request to re-terminate one end of a circuit will require the issuance of new service and disconnection of the existing service and the applicable charges in Exhibits A and/or C shall apply, and the re-terminated circuit shall be considered a new circuit as of the installation date.
 - 5.2.2 Any request to change a CFA within a BellSouth central office is considered a service rearrangement. If requested, service rearrangements may be project managed by BellSouth. Order Coordination - Time Specific may be utilized for service rearrangements. Since dates and times are dependent upon quantities and workloads, they are negotiable. The applicable charges in Exhibit A shall apply.
 - 5.2.3 Technical Requirements. The entire designated transmission service (i.e., DS0 or voice grade) shall be dedicated to <<customer_short_name>> designated traffic.
 - 5.2.3.1 BellSouth shall offer DS0 Equivalent interface transmission rates for DS0 or voice grade Dedicated Transport.

- 5.2.3.2 BellSouth shall design Dedicated Transport according to its network infrastructure. <<customer_short_name>> shall specify the termination points for Dedicated Transport.
- 5.2.3.3 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and BellSouth Technical References: TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
- 5.3 Unbundled Channelization (Multiplexing). To the extent that <<customer_short_name>> is purchasing High Capacity Transport pursuant to Exhibit B hereof, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) UNE to be multiplexed or channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed <<customer_short_name>> may request channel activation on a channelized facility and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCIs). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.
- 5.3.1 The following COCI will be available: voice grade, digital data and ISDN.
- 5.3.2 Technical Requirements. In order to assure proper operation with BellSouth provided central office multiplexing functionality, <<customer_short_name>>'s channelization equipment must adhere strictly to form and protocol standards. <<customer_short_name>> must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for subrate digital access.
- 6 Call Related Databases**
- 6.1 911 and E911 Databases. BellSouth shall provide <<customer_short_name>> with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 CFR § 51.319 (f).
- 6.1.1 Automatic Location Identification/Data Management Systems (ALI/DMS). The ALI/DMS Database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. <<customer_short_name>> will be required to provide BellSouth daily updates to E911 database. <<customer_short_name>> shall also be responsible for providing BellSouth with complete and accurate data for submission to the

911/E911 database for the purpose of providing 911/E911 service to its End Users.

6.1.2 Technical Requirements. BellSouth shall provide <<customer_short_name>> the capability of providing updates to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to <<customer_short_name>> after <<customer_short_name>> provides End User information for input into the ALI/DMS database.

6.1.2.1 <<customer_short_name>> shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth Interconnection Web site at <http://www.interconnection.bellsouth.com/guides>.

7 White Pages Listings

7.1 BellSouth shall provide <<customer_short_name>> and its End Users access to white pages directory listings under the following terms:

7.1.2 Listings. <<customer_short_name>> shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include <<customer_short_name>> residential and business End User listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between <<customer_short_name>> and BellSouth End Users. <<customer_short_name>> shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.

7.1.3 Unlisted/Non-Published End Users. <<customer_short_name>> will be required to provide to BellSouth the names, addresses and telephone numbers of all <<customer_short_name>> End Users who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's General Subscriber Services Tariff (GSST) and shall not be subject to wholesale discount.

7.1.4 Inclusion of <<customer_short_name>> End Users in Directory Assistance Database. BellSouth will include and maintain <<customer_short_name>> End User listings in BellSouth's Directory Assistance databases. <<customer_short_name>> shall provide such Directory Assistance listings to BellSouth at no charge.

7.1.5 Listing Information Confidentiality. BellSouth will afford <<customer_short_name>>'s directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.

- 7.1.6 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the GSST and shall not be subject to the wholesale discount.
- 7.1.7 Rates. So long as <<customer_short_name>> provides listing information to BellSouth as set forth in Section 7.1.2 above, BellSouth shall provide to <<customer_short_name>> one (1) basic White Pages directory listing per <<customer_short_name>> End User at no charge other than applicable service order charges as set forth in BellSouth's tariffs. Except in the case of a local service request (LSR) submitted solely to port a number from BellSouth, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 2 of this Agreement, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in BellSouth's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 2 of this Agreement.
- 7.2 Directories. BellSouth or its agent shall make available White Pages directories to <<customer_short_name>> End User at no charge or as specified in a separate agreement between <<customer_short_name>> and BellSouth's agent.
- 7.3 Procedures for submitting <<customer_short_name>> Subscriber Listing Information (SLI) are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 7.3.1 <<customer_short_name>> authorizes BellSouth to release all <<customer_short_name>> SLI provided to BellSouth by <<customer_short_name>> to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), as the same may be amended from time to time. Such <<customer_short_name>> SLI shall be intermingled with BellSouth's own End User listings and listings of any other CLEC that has authorized a similar release of SLI.
- 7.3.2 No compensation shall be paid to <<customer_short_name>> for BellSouth's receipt of <<customer_short_name>> SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of <<customer_short_name>>'s SLI, or costs on an ongoing basis to administer the release of <<customer_short_name>> SLI, <<customer_short_name>> shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of <<customer_short_name>>'s SLI, <<customer_short_name>> will be notified. If <<customer_short_name>> does

not wish to pay its proportionate share of these reasonable costs, <<customer_short_name>> may instruct BellSouth that it does not wish to release its SLI to independent publishers, and <<customer_short_name>> shall amend this Agreement accordingly. <<customer_short_name>> will be liable for all costs incurred until the effective date of the amendment.

- 7.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by <<customer_short_name>> under this Agreement. <<customer_short_name>> shall indemnify, except to the extent caused by BellSouth's gross negligence or willful misconduct, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate <<customer_short_name>> listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to <<customer_short_name>> any complaints received by BellSouth relating to the accuracy or quality of <<customer_short_name>> listings.
- 7.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

Exhibit A

[Include rates for Network Elements and Other Services set forth in Attachment 2.]

Exhibit B

[Include the applicable terms and conditions from the CLEC's Interconnection Agreement as of June 15, 2004, for Mass Market Switching, Enterprise Loops and High Capacity Transport.]

Exhibit C

[Include the rates from the CLEC's Interconnection Agreement as of June 15, 2004, for the elements set forth in Exhibit B.]

EXHIBIT C

Proposed Language for Issues related to sections of the interconnection agreement other than Exhibit B, Attachment 2

Issue 9:

3 Line Sharing

- 3.1 General. Line Sharing is defined as the process by which <<customer_short_name>> provides digital subscriber line service ("xDSL") over the same copper Loop that BellSouth uses to provide retail voice service, with BellSouth using the low frequency portion of the Loop and <<customer_short_name>> using the high frequency spectrum (as defined below) of the Loop.
- 3.1.1 Line Sharing arrangements in service as of October 1, 2003 under a prior Interconnection Agreement between Bellsouth and <<customer_short_name>>, will remain in effect until the End User discontinues or moves xDSL service with <<customer_short_name>>. Arrangements pursuant to this Section will be billed at the rates set forth in Exhibit A.
- 3.1.2 No new line sharing arrangements may be ordered. For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004 (whether under this Agreement only, or under this Agreement and a prior Agreement), the rates will be as set forth in Exhibit A.
- 3.1.3 Any Line Sharing arrangements placed in service between October 2, 2003 and October 1, 2004, and not otherwise terminated, shall terminate on October 2, 2006.
- 3.1.4 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper Loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow <<customer_short_name>> the ability to provide xDSL data services to the End User for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the Loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. <<customer_short_name>> shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

- 3.1.5 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.
- 3.1.6 BellSouth will provide Loop Modification to <<customer_short_name>> on an existing Loop for Line Sharing in accordance with procedures as specified in Section 2 of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If <<customer_short_name>> requests that BellSouth modify a Loop and such modification significantly degrades the voice services on the Loop, <<customer_short_name>> shall pay for the Loop to be restored to its original state.
- 3.1.7 Line Sharing shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the End User. In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the End User's voice service pursuant to its tariffs or applicable law, and <<customer_short_name>> desires to continue providing xDSL service on such Loop, <<customer_short_name>> or the new voice provider, or both, shall be required to purchase a full stand-alone Loop. In those cases in which BellSouth no longer provides voice service to the End User and <<customer_short_name>> purchases the full stand-alone Loop, <<customer_short_name>> may elect the type of Loop it will purchase. <<customer_short_name>> will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in Exhibit A to this Attachment. In the event <<customer_short_name>> purchases a voice grade Loop, <<customer_short_name>> acknowledges that such Loop may not remain xDSL compatible.
- 3.1.8 In the event the End User terminates its BellSouth provided voice service, and <<customer_short_name>> requests BellSouth to convert the Line Sharing arrangement to a Line Splitting arrangement (see below), BellSouth will discontinue billing <<customer_short_name>> for the High Frequency Spectrum and begin billing the voice CLEC. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter.
- 3.1.9 Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular Loop.
- 3.2.1.1 INTENTIONALLY LEFT BLANK
- 3.2.1.3 Once BellSouth has placed cross-connects on behalf of <<customer_short_name>> to provide <<customer_short_name>> access to the High Frequency Spectrum and chooses to rearrange its splitter or CLEC pairs, <<customer_short_name>> may order the rearrangement of its splitter or cable pairs via "Subsequent Activity". Subsequent Activity

is any rearrangement of <<customer_short_name>>'s cable pairs or splitter ports after BellSouth has placed cross-connection to provide <<customer_short_name>> access to the High Frequency Spectrum. BellSouth shall bill and <<customer_short_name>> shall pay the Subsequent Activity charges as set forth in Exhibit A of this Attachment.

- 3.2.1.4 INTENTIONALLY LEFT BLANK
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- 3.5 INTENTIONALLY LEFT BLANK
- 3.5.1 BellSouth's Local Ordering Handbook (LOH) will provide <<customer_short_name>> the LSR format to be used when ordering disconnections of the High Frequency Spectrum or Subsequent Activity.
- 3.5.2 INTENTIONALLY LEFT BLANK
- 3.6 Maintenance and Repair – Line Sharing. <<customer_short_name>> shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. <<customer_short_name>> may test from the collocation space, the Termination Point, or the NID.
- 3.6.1 BellSouth will be responsible for repairing voice services and the physical line between the NID at the End User's premises and the Termination Point. <<customer_short_name>> will be responsible for repairing its data services. Each Party will be responsible for maintaining its own equipment.
- 3.6.2 <<customer_short_name>> shall inform its End Users to direct data problems to <<customer_short_name>>, unless both voice and data services are impaired, in which event <<customer_short_name>> should direct the End Users to contact BellSouth.
- 3.6.3 Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the Loop.

Issue 10:

Once BellSouth no longer has any obligation to provide switching, the following provisions should apply in lieu of the line splitting sections of Exhibit B, Attachment 2.

3 Line Splitting

- 3.7 Line Splitting. Line Splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice

and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

- 3.7.1 In the event <<customer_short_name>> provides its own switching or obtains switching from a third party, <<customer_short_name>> may engage in line splitting arrangements with another CLEC using a splitter, provided by <<customer_short_name>> or a third party, in a Collocation Space at the central office, where the Loop terminates into a distribution frame or its equivalent.
- 3.7.2 Maintenance – Line Splitting. BellSouth will be responsible for repairing voice troubles and the troubles with the physical Loop between the NID at the End User's premises and the termination point.
- 3.7.3 <<customer_short_name>> shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

Issue 22:

Pursuant to 47 USC § 252(i) and 47 C.F.R. § 51.809, BellSouth shall make available to <<customer_short_name>> any entire interconnection agreement filed and approved pursuant to 47 USC § 252.

STATE OF SOUTH CAROLINA

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CERTIFICATE OF SERVICE

)

COUNTY OF RICHLAND

)

The undersigned, Nyla M. Laney, hereby certifies that she is employed by the Legal Department for BellSouth Telecommunications, Inc. ("BellSouth") and that she has caused BellSouth Telecommunications, Inc.'s Petition to Establish Generic Docket to be served upon the following this November 3, 2004:

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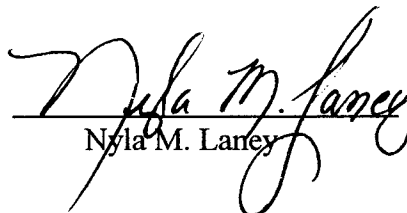
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